

REQUEST FOR COUNCIL ACTION

SUBJECT: Veteran's Park Irrigation Pond, Well, and Road

SUMMARY: Approve an agreement with Bowen Collins and Associates, Inc. to design the Veteran's Park Irrigation Pond Reconstruction, Sugar Factory Well Relocation, and Road connecting the Senior Center to the Viridian Library in an amount not to exceed \$178,522.

FISCAL

IMPACT: The funds for this project are available in the Parks and Water Capital Account.

STAFF RECOMMENDATION:

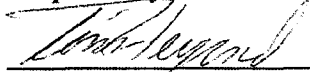
Staff recommends approval of the agreement with Bowen Collins and Associates, Inc. to design the Veteran's Park Irrigation Pond, Well and Road in an amount not to exceed \$178,522.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-223 authorizing the Mayor to execute a contract with Bowen Collins and Associates, Inc. to design the Veteran's Park Irrigation Pond, Well and Road in an amount not to exceed \$178,522.

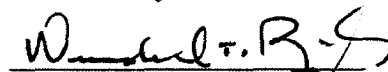
Roll Call vote required

Prepared by:



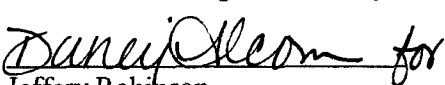
Tim Heyrend, P.E.
Utilities Engineer

Reviewed by:



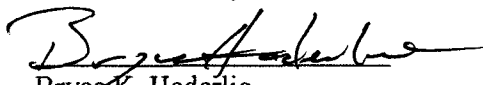
Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:



Jeffery Robinson
City Attorney

Recommended by:



Bryce K. Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The Veteran's Park irrigation system consists of an above ground reservoir which holds approximately 1 million gallons, and an existing outdoor irrigation pump skid with 2 pumps. The irrigation pond is an above-ground embankment with walls as high as seven feet above grade on the east end. The City desires to bury this pond deeper to reduce the hazard of a dam breach, and line the new pond with concrete so that it can be easily maintained. The existing irrigation pump skid is old and requires frequent maintenance and is in need of replacement.

The City's former Sugar Factory well was located south of the irrigation pond inside the abandoned Sugar Factory warehouse, it supplied water to the existing irrigation pond. The well was abandoned after the Sugar Factory building was demolished. The City desires to design and construct a replacement well next to the irrigation pond to utilize the water rights for park irrigation.

There is a one-way loop road around the Veteran's Park, but no connecting road from the Viridian Library to the West Jordan Senior Center fronting on 2200 West. The City desires to construct a new road from the Senior Center to the Viridian Library.

The City advertised the request for proposals to design a below ground irrigation pond, well, and road to four pre-approved engineering firms who are all well qualified to perform the work. All four engineering firms responded with proposals: Bowen Collins and Associates, Inc., Montgomery Watson, Caldwell Richards Sorensen, and Hansen Allen and Luce, Inc.

Each firm turned in proposals for the work which showed expertise and project experience; however, according to the published selection criteria, the proposal which best met the needs of the City and complied fully with the request for proposal document, and also proposed a method to allow the City to operate the existing irrigation pond and pump system until the new irrigation system is constructed is Bowen Collins and Associates, Inc., at an overall cost of \$178,522. Please see the proposal review at the back of this staff report for how the firms compared with each other. Therefore, it is recommended that the City accept Bowen Collins and Associates, Inc. proposal for the work in an amount not to exceed \$178,522.

Attachments:

- Resolution
- Agreement
- Evaluation Form

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-223

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE
CITY AND BOWEN COLLINS AND ASSOCIATES, INC.**

Whereas, the City Council of the City of West Jordan has received proposals for the Veteran's Park Irrigation Pond, Well, and Road with the best proposal as determined by the City's selection criteria being from Bowen Collins and Associates, Inc. in the amount of \$178,522.00; and

Whereas, the City Council desires to award the contract to Bowen Collins and Associates, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Bowen Collins and Associates, Inc. (a copy of which is attached as **Exhibit A**) for the Veteran's Park Irrigation Pond, Well, and Road has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Bowen Collins and Associates, Inc. for the Veteran's Park Irrigation Pond, Well, and Road is acceptable for an amount not to exceed \$178,522.00.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for the Veteran's Park Irrigation Pond, Well, and Road is hereby awarded to Bowen Collins and Associates, Inc. which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. Agreement between the City of West Jordan and Bowen Collins and Associates, Inc. in the amount of \$178,522.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 3rd day of December 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

Proposal Review

Project: Veteran's Irrigation Pond Reconstruction, Irrigation Well
Review Team: David M., Roger P., Tim H., Brian C.
Review Date: Monday Nov. 17 **Time:** 3:30 - 4:00 pm.

Rating Weights (score in whole numbers up to the weighted % ie: weighted % = 20% - rating shall be 0 - 20 in whole number increments) Costs shall be evaluated together as a group.

Consultant	Weighted %	Bowen Collins & Associates	MWH	CRS	Hansen Allen & Luce
Demonstrated understanding of the project	10	10	5	7	7
Experience and qualifications of the Firm and Individual team members to be assigned to the project	20	18	15	16	15
Quality of work plan and methodology to deliver the desired end product	20	20	11	17	15
Project schedule, references and special expertise	10	10	5	8	7
Quality and clarity of sample drawings	10	4	4	6	5
Cost	30	22	30	26	27
TOTAL	100		69	80	75
Total Hours		1532	1299.75	1740	1299.75
Construction Inspection			\$ 49,356.00		
Comments/Rank					
Dollars per hour in proposal		\$ 116.53	\$ 100.92	\$ 88.60	\$ 111.84
Actual Cost			\$ 131,171.00	\$ 154,170.00	\$ 145,370.00
NOTES:					

AGREEMENT FOR PROFESSIONAL SERVICES

**City of West Jordan
Veteran's Irrigation Pond Reconstruction Project, Irrigation Well and Road
Located at
2200 West 8050 South**

THIS AGREEMENT, made this 3rd day of December 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Bowen Collins & Associates, Inc. (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain engineering services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

1. **RETENTION AS CONSULTANT.** City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.

2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:

(1) See attached Request for Proposal and Bowen Collins & Associates, Inc. submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal inclusive of the Consultant's Proposal dated November 12, 2014 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

3. **COMPENSATION AND PAYMENT.** Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$178,522.00.

All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.

4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.

5. **SERVICES BY THE CITY.** The City shall perform the following services:

- (1) Provide to Consultant copies of available information related to the project and project site
- (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.

6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City. Consultant shall complete the design within 75 days of receiving executed agreement.

7. **OWNERSHIP OF DOCUMENTS.** All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.

8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Craig Bagley, P.E.
Chris Mikell, P.G.
Kirk Bagley, P.E.
Russ Davis, S.E.
Erick Neil, P.E.
Christopher DeKorver, P.G.
D. Matthew Thompson, Field Inspector

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. **HOLD HARMLESS AND INSURANCE.**

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage.

The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

11. **STANDARD OF CARE.** Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.

12. **CORRECTIONS.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.

13. **TERMINATION BY CITY.** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

14. **ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. **WAIVER; REMEDIES CUMULATIVE.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be

implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **CONSTRUCTION OF LANGUAGE OF AGREEMENT.** The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. **MITIGATION OF DAMAGES.** In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.

19. **GOVERNING LAW.** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

20. **CAPTIONS.** The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

21. **AUTHORIZATION.** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.

23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of

1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

24. **ENTIRE AGREEMENT BETWEEN PARTIES.** Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY: CITY OF WEST JORDAN
Tim Heyrend, P.E.
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5127

With a copy to the City Attorney
Jeff Robinson, City Attorney
8000 South Redwood Road
West Jordan, Utah 84088
Facsimile No.: (801) 569-5149

TO CONSULTANT: Craig Bagley, P.E.
Bowen Collins & Associates, Inc.
154 East 14000 South
Draper, UT 84020
P: 801-495-2224
F: 801-495-2225

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

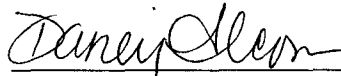
CITY OF WEST JORDAN

ATTEST:

Kim V. Rolfe
Mayor

Melanie Briggs, MMC
City Recorder

APPROVED AS TO LEGAL FORM



City Attorney

CONSULTANT

By: Craig R. Bagley
Its: Vice President

STATE OF Utah)
:SS
COUNTY OF Salt Lake

On this 24th day of November, 2014, personally appeared before me,
Craig R. Bagley, who being by me duly sworn did say that he is the
Vice President of Bowen Collins & Associates, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Board of Directors, and he acknowledged to me that said corporation executed the
same.

Gwen O. Rasmussen
NOTARY PUBLIC

My Commission Expires: 04/01/2018

Residing in Salt Lake County, Utah



EXHIBIT A
(Consultant Proposal)



**Bowen Collins
& Associates, Inc.**
CONSULTING ENGINEERS

154 East 14000 South
Draper, Utah 84020
801.495.2224 (phone)
801.495.2225 (fax)

November 12, 2014

West Jordan City Clerk's Office
8000 South Redwood Road, 3rd Floor
West Jordan City, UT 84088
Attention: David Murphy, P.E.

**Subject: Technical Proposal for the Veteran's Irrigation Pond Reconstruction Project,
Irrigation Well and Road Located at 2000 West and 8050 South**

Dear David:

Enclosed please find our fee proposal to provide West Jordan with planning, design and construction management services for the Veteran's Park Irrigation Project. The table provides a detailed breakdown of our manpower estimates, 2014 labor rates, and expenses to complete the project. The fee proposal is consistent with the tasks and assumptions described in our technical proposal.

We would like the opportunity to discuss our assumptions and proposed level of effort if you believe our fee proposal does not match West Jordan's budgetary needs. If you desire, we can negotiate scope, schedule and fee to better meet your needs.

Thank you for the opportunity to provide our technical and fee proposal to assist West Jordan with this project. If you have any questions, please call me at (801) 495-2224.

Sincerely,

Bowen, Collins & Associates

Craig Bagley, P. E.
Principal

Attachment

WEST JORDAN VETERAN'S IRRIGATION POND RECONSTRUCTION, IRRIGATION WELL, AND ROAD PROJECT

ENGINEERING FEE ESTIMATE UPDATED 11/11/2014

TASK	LABOR	OFFICE STAFF		TECHNICIANS				ENGINEERS						SUBTOTAL HOURS	SUBTOTAL COST
		OFFICE	EDITOR	TECH 3	TECH 6	CONST. MNGR.	STRUCTURAL	ELECTRICAL	EN 2	C. DeKorver	C. Mikell	PM	PIC		
	Hourly Rate	\$64.00	\$64.00	\$90.00	\$109.00	\$90.00	\$125.00	\$109.00	\$96.00	\$96.00	\$137.00	\$131.00	\$137.00		
1	PHASE 1 - WELL DESIGN, BIDDING AND CONSTRUCTION SERVICES														
1-1	Kick-off Meeting & Project Coordination	1								3	8			12	\$1,448
1-2	Collect and Review Existing Information									10	2			12	\$1,234
1-3	Conduct Analyses									8	4			12	\$1,316
1-4	Irrigation Well Pre-Design Report	1	2	2						16	12			33	\$3,552
1-5	Draft Irrigation Well Technical Specifications and Drawings		4	4						20	4			32	\$3,084
1-6	Meeting with WJ to Discuss Draft Designs									3	3			6	\$699
1-7	Final Irrigation Well Bid Documents	1	6	2						4	4			17	\$1,560
1-8	Prebid Conference									6	4			10	\$1,124
1-9	Administer Well Drilling & Construction Contract	3								4	24			31	\$3,980
1-10	Oversight during Pilot Boring Drilling	1								40	16			57	\$6,279
1-11	Oversight during Production Well Drilling	1								80	12			93	\$9,670
1-12	Well Construction Report	1	6	4						28	8			47	\$4,730
	Subtotal	9	18	12	0	0	0	0	0	222	101	0	0	362	\$38,675
2	PHASE 2 - WELL EQUIPPING, POND & ROAD PRE-DESIGN														
2-1	Kick-Off Coordination Meeting & Site Visit											3	3	6	\$904
2-2	Collect and Review Existing Data								4			1		5	\$515
2-3	Utility Investigation								4			1		5	\$515
2-4	Site Survey			1					2			1		4	\$413
2-5	Geotechnical Report						1		2			1		4	\$448
2-6	Preliminary Site Layout and Requirements			60	12		12	16	40			10	1	151	\$15,239
2-7	Pre-Design Report Memorandum		8		4			4	4			16	2	38	\$4,138
	Subtotal	0	8	61	16	0	13	20	56	0	0	33	6	213	\$22,072
3	PHASE 3 - WELL EQUIPPING, POND & ROAD FINAL DESIGN														
3-1	Progress and Coordination Meetings								4			8	8	20	\$2,604
3-2	Hydraulic Evaluation								8			2		10	\$1,061
3-3	Design Drawings		2	100	20		30	40	70			20	4	280	\$30,185
3-4	Contract Documents		12				4	10	8			24	2	60	\$6,740
3-5	Engineers Opinion of Probable Cost							4	4			2		10	\$1,114
	Subtotal	0	14	100	20	0	34	54	94			56	14	386	\$41,705
4	PHASE 4 - WELL EQUIPPING, POND & ROAD BIDDING														
4-1	Prequalification		4									16	2	22	\$2,705
4-2	Prebid Conference								4			8		12	\$1,475
4-3	Bidder's Questions							4	16			4		24	\$2,571
4-4	Bid Evaluation								4			1		5	\$530
	Subtotal	0	4	0	0	0	0	4	24	0	0	29	2	63	\$7,281
5	PHASE 5 - WELL EQUIPPING, POND & ROAD CONSTRUCTION														
5-1	Preconstruction Conference								2			8		10	\$1,277
5-2	Construction Period Services		20									80		100	\$12,113
5-3	Construction Observation					342								342	\$31,703
5-4	Construction Documentation		4	36		8						8		56	\$5,422
	Subtotal	0	24	36	0	350	0	0	2	0	0	96	0	608	\$50,515
	TOTAL LABOR	9	68	209	36	350	47	78	176	222	101	214	22	1532	\$160,248

EXPENSES

ITEM	UNIT	RATE	COST
COMMUNICATION/COMPUTER/MISC EXPENSES	Per hr	\$7.00	\$10,724
PRINTING /GRAPHICS			
SURVEY	1	\$3,000.00	\$3,300
AUTO MILEAGE	2,000	\$0.75	\$1,500
GEOTECHNICAL ENGINEERING	1	\$2,500.00	\$2,750
ADVERTISEMNT			\$0
TOTAL EXPENSES			\$18,274

Notes:

\$7/hr communication/computer charge for all hours worked
10% mark up on outside services
Auto mileage based on \$0.75/mile
Rates shown are for 2014. Work estimated to be completed in 2015 are escalated by 3% from the 2014 rates.

NIC - Not in Contract

TOTAL LABOR COST \$160,248
EXPENSES \$18,274
TOTAL COST \$178,522



CITY OF WEST JORDAN

**REQUEST FOR PROPOSALS
FOR**

**Veteran's Irrigation Pond Reconstruction, Irrigation Well, and Road
Located at
2000 West & 8050 South**

The City of West Jordan requests proposals from professional consulting engineering firms for the planning, design, and construction management of an irrigation and road project located at Veteran's Memorial Park 2000 West 8050 South in the City of West Jordan. The project requires the design of a relocated irrigation well to replace the abandoned West Jordan Sugar Factory Well; the reconstruction of the existing irrigation pond; and the construction of a road between the Viridian Library and the West Jordan Senior Center. Please see the attached project location drawing. The project is further outlined below.

BACKGROUND

The Veteran's Park irrigation system consists of an above ground reservoir which holds approximately 1 million gallons, an existing outdoor irrigation pump skid with 2 pumps pumping 1500 gpm total, an irrigation water pipe inlet to the pond, a culinary water connection to the pump skid, overhead power, and a pond outlet to the irrigation pipe. The irrigation pond is an above-ground embankment with walls as high as seven feet above grade on the east end. The City desires to bury this pond deeper to reduce the hazard of a dam breach, and line the new pond with concrete so that it can be easily maintained. The existing irrigation pump skid will be replaced by others in a different location on the site.

The City's old Sugar Factory well was located south of the irrigation pond inside an abandoned sugar factory warehouse, and it supplied water to the existing irrigation pond. The factory was demolished a few years ago and the well was abandoned. The well was 250 feet deep and approved for 684.1 acre feet per year. The City of West Jordan desires to design and construct a replacement well next to the irrigation pond.

There is a one-way loop road around the Veteran's Park, but no connecting road from the Viridian Library to the West Jordan Senior Center fronting on 2200 West. The City desires to construct a new road from the Senior Center to the Viridian Library.

PROJECT DESIGN DATA AND REQUIREMENTS

Sugar Factory Well Project Scope of Work

The Sugar Factory replacement well consists of a geological investigation including the groundwater level and subsurface soil conditions, and complete well design including well diameter, screen placement, and depth of the well. Design services shall include the preparation of contract documents and specifications for well drilling at the desired well location. The drilling contract documents shall include descriptions of work for an exploratory pilot well and production well borehole drilling and installation, geophysical logging, temporary and final conductor and casing seals, well screening and construction, initial well development and pumping, step rate and constant rate pump test drawdown, quality control video and alignment testing, and water quality testing.

The well design is to include pump and motor sizing and selection, piping size and configuration from the pump to the irrigation pond, above ground well completion, and electrical panel and manual controls to be mounted in a nearby irrigation pump building supplied by others. The site plan should include demolition of existing structures, the location of the well and irrigation building on the west side of the pond, a power drop from the overhead power on the west side, access driveway, asphalt surface for operations personnel parking, and space for service equipment to access the well.

Sugar Factory Replacement Well Detailed Scope of Work

Detailed design services and construction management services shall be provided, and shall consist of the following minimum activities:

Phase I - Pre-Design

Review the project requirements and provide a pre-design analysis and a pre-design report memorandum. The report shall include a preliminary well location and pilot exploratory well methodology with proposed casing size and depth, geological report, site plan and preliminary well location and above ground completion, irrigation building location, discussion about equipment requirements and equipment selection, selection of materials, power requirements, instrumentation requirements, and permit and approval requirements. Prepare bid documents for exploratory pilot well and production well drilling and pump testing, assist in contractor selection, and oversee the exploratory pilot well drilling.

Preliminary estimates of construction costs and construction schedules shall be provided. Summarize the pre-design finding in the report memorandum and provide 5 copies.

Phase II – Detail Design

- Provide design survey of the project site and collect site data for design.
- Provide results of the pilot exploratory well findings, groundwater level, subsurface strata types and depth ranges, proposed permanent screen intervals and well depth.
- Oversee the permanent well installation, well development, and the step and continuous rate pumping tests.
- Review well performance data and system hydraulics and select appropriate pumping equipment to be specified.
- Perform detailed design tasks and prepare design drawings for; site plan improvements including well location and above ground completion adaptor, irrigation building location, electrical and mechanical drawings; instrumentation design elements; and all necessary details, specifications, and bidding documents for construction of the well and related facilities.
- Prepare submittal information and conduct design reviews at the following progress intervals: Kickoff, 30%, 50%, 90%. Incorporate pertinent review comments into the project design.
- Print and provide 10 copies of the project drawings and specifications. Drawings will be 11" x 17" format. Electronic copies of complete Contract Documents and Plans will also be required for bidding purposes.
- Provide revised construction cost estimates and schedule as required.

Irrigation Pond Scope of Work

The objective of this project will be to design the irrigation water storage pond to hold at least one million gallons of well or canal irrigation water, while lowering the pond in place to reduce the above grade bank height, and providing a concrete liner for durability and ease of cleaning.

The overall project includes the following elements:

1. Design one 1.0 million gallon irrigation water storage pond in the existing pond location on site while lowering the pond to below grade, and providing an impermeable concrete floor and sides.
2. Design connecting inlet and outlet pipes and boxes to the existing 18" irrigation pipe on the south side of the site, and a pond inlet pipe from the relocated Sugar Factory Well, and a wet well inlet pipe from an existing 6" culinary water connection on the northwest corner of the current pond. Inlet and outlet pipes from the irrigation pipe will be provided with manual flow control boxes, the well and culinary water feeds shall be regulated with automatic float shut off switches to maintain the desired pond elevation. The culinary water connection shall be provided with a back flow prevention device, 6-inch meter and pipe with screened air gap above the pond. The flow control mechanisms shall provide the ability to take water from any or all sources individually or simultaneously, and preferentially with well water first, then

- canal irrigation water, then from the culinary pipeline.
3. Design the pond overflow pipe and pump controls to minimize the wasting (return) of pumped well water to the existing 18" canal irrigation pipe.
 4. Design a new irrigation pump wet well on the west side of the pond to the appropriate depth, and with the ability to screen fish and pump obstructions, and provide ease of maintenance.
 5. Design of access road to and around the pond site.
 6. Design site plan, fencing, and landscaping for the site to satisfy the site plan and landscaping requirement of the City of West Jordan.

Irrigation Pond Detailed Scope of Work

Detailed design services for one 1.0 million gallon irrigation water pond at this site shall be provided, and shall consist of the following minimum activities:

Phase I - Pre-Design

Review the project requirements and provide a pre-design analysis and a pre-design report. The report shall include a full site plan evaluation of the 1.0 MG pond for staging areas, yard pipe alignments and connection to the wet well and irrigation pump house, utility needs, special concerns regarding construction logistics and concrete placement, maintaining the ability to use the existing culinary water connection for irrigation prior to completion of the new pond and irrigation system, pipe hydraulics, permit requirements, selection of materials, flow control methodology, etc.

Provide a geo-technical evaluation report for the project including recommendations for pond subgrade design, excavation and backfill requirements. Preliminary estimates of construction costs and construction schedules shall be provided. Summarize the pre-design finding in the report and provide 5 copies. This report may be combined with the reports for the well and road.

Phase II – Detail Design

- Provide design survey and/or aerial contour mapping of the project area for plan and profile drawings and special construction details.
- Provide geotechnical study and report.
- Provide the pond layout, depth below grade, and bank slope.
- Review system hydraulics and verify /determine pipeline head losses, pond performance characteristics with regard to water quality, and material selection criteria.
- Provide inlet and outlet control design for the well, canal irrigation water, and culinary water including requirements for water level monitoring and manual shut off gates.
- Determine project construction staging criteria and needs.
- Determine stock piling and disposal options for excess excavated materials.
- Prepare submittal information and conduct design reviews at the following progress

intervals: Kickoff, 30%, 50%, 90%. Incorporate pertinent review comments into the project design.

- Perform detailed design and prepare plan and profile drawings, cross sections, inlet and outlet piping and valuing, wet well, and all necessary details, specifications, and bidding documents for construction of the irrigation pond and related facilities.
- Print and provide 10 copies of the pond drawings and specifications. Drawings will be 11" x 17" format. Electronic copies of plan will also be required.
- Provide revised construction cost estimates and schedule as required.

ROADWAY DESIGN SCOPE OF WORK:

This is a road construction project of a roadway between the West Jordan Senior Center and Viridian Library to provide access to 2200 West and a walking/driving route to the library from the senior center, see attached drawing. It will involve a 25-foot road width; curb gutter and sidewalk, and park strip. The existing area is a gravel road section used by maintenance and rodeo arena vehicles.

The work will require the consultant to complete a geotechnical investigation sufficient to complete a pavement design, and then prepare a design for the reconstruction of the existing roadway surface, curb and gutter and sidewalk.

Existing utilities include a water pipeline, irrigation pipe, and there may be additional utilities which are not owned by the City. Utility upgrades are not anticipated at this time.

It will also require preparation of complete plan and profile designs including curb and gutter, and project detail sheets as required. Scope will also include coordination with all utility companies affected by the project including any relocations, and permits as necessary from the appropriate agencies. Designs and specifications shall be to City of West Jordan roadway design standards. City boilerplate front-end documents are available and shall be used for the contract control sections in the specifications. One overall set of bid documents is required for the combined irrigation pond and road.

CONSTRUCTION MANAGEMENT

Construction Management will be provided during the construction phase of all facilities planned for this site. The work will include the following activities:

- Pre-qualify contractors prior to bidding project.
- Prepare advertisement for bidding (City to issue notice inviting bids and bid documents).
- Receive and respond to RFI's and prepare and distribute contract documents.
- Attend and assist with pre-bid meeting and walk-through.
- Attend bid opening and assist as required.
- Review bids, prepare recommendation for award and distribute contract documents.

- Conduct pre-construction conference.
- Provide on-site inspection. *(For purposes of this proposal, assume 500 hours of inspector time is required for the project).*
- Review shop drawings and submittals.
- Conduct construction progress meetings.
- Prepare brief monthly construction progress reports.
- Review and respond to contractor RFI's and clarification.
- Review and make recommendations regarding contractor change orders.
- Review and process contractor pay requests.
- Review equipment manufacturers' operation and maintenance literature and assemble a detailed operation and maintenance manual.
- Prepare record drawings and furnish two (2) reproducible sets and two (2) sets of prints. Provide record drawings electronically in AutoCAD 2000 R2 format.

REQUIREMENTS OF ENGINEERING CONSULTANT

The services of the consulting engineer shall include all design services, including the following:

- Design of a relocated well, well above ground completion adaptor, and well pumping equipment, electrical, controls, and piping,
- Site the irrigation pump building – supplied by others - and piping connections to the building,
- Site plan development, design of instrumentation control,
- Design of the 1MG irrigation pond, wet well, piping, and inlet/outlet/surface water level controls for well, irrigation, and culinary water.
- Design of the roadway, sidewalk, and right of way from the Viridian Library to the West Jordan Senior Center,
- Submittal of plans and assistance obtaining permits, preparation of contract documents and specifications for well drilling; and, a separate set of contract documents and specifications for construction of the irrigation pond, site, pump building location, and road;
- Assistance during bidding and Construction Management services including construction inspection.

SCHEDULE

It is the desire of the City to have construction begin in March 2015 with completion first of the irrigation pond by the end of April 2015, and remaining items operational by June 2015.

APPROVALS

The project design and specifications will require the approvals of the City of West Jordan Engineering, Capital Project Group, Parks, Water, and Planning Departments.

PROPOSAL FORMAT

The proposals should contain the following information in the general order listed, and should not exceed fifteen (15) pages in length:

- Introductory letter (does not count toward the total number of pages).
- Description of the project and consultants understanding of the project issues and objectives.
- A description of the project team and the qualifications of the firm to complete this project. (Resumes of each project team member may have been submitted previously with SOQ's, thus only a brief summary of the project members qualifications is desired in the proposal).
- A detailed scope of work and a summary of the deliverables to be provided to the City.
- A proposed schedule to complete the project.
- A summary of the amount of time expected to complete each major task identified in the scope of work and the classification of personnel to be used. Identify special services to be provided by resources outside of the firm, and identify who will provide these services.
- Summary information about previous well designs, irrigation ponds, and roads completed by consultant. Identify if completed by the firm or by members of the project team while employed elsewhere.
- Include as an attachment or appendix sample drawings of previous wells, irrigation pond projects, and road design.
- Three references from other clients with whom the consultant has performed similar services.
- In a *separate sealed envelope*, provide a single copy of the proposed project fee to complete the project with subtotals by task as identified in the scope of work. This information may be presented in the form of a spreadsheet showing the hours to be spent on each task and the classification of personnel to be assigned to do each task. Also, include the hourly rates charged for individuals identified on the project team and a summary of all the additional reimbursable expenses considered necessary to complete the project.
- All firms submitting a Proposal must also submit a "Conflict of Interest and Non-Disclosure Certification". *This is a required item and proposals will be disqualified if they do not have this Certification included in their proposal.*

SUBMITTAL REQUIREMENT

Submission may be made only by qualified consultants who have an SOQ on file with the City, and whom have been selected as among the best qualified firms to provide the specified services.

Five (5) copies of the technical proposal and one (1) copy of the sealed fee proposal shall be submitted to the City by **4:00 p.m. on Tuesday November 11, 2014**. Submittal shall be made to

the City of West Jordan, Recorder's Office (third floor of City Hall), located at 8000 South Redwood Road, West Jordan, UT 84088. Submittals should be labeled "**Veteran's Park Irrigation**" and include "Attention: David Murphy". Questions pertaining to this request for proposals should be directed to Tim Heyrend at (801) 569-5086, cell (801) 599-9132), email timh@wjordan.com, no later than Tuesday November 4, 2014. His fax number is 801-569-5099.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than Tim Heyrend regarding this Request for Proposal.

A selection committee appointed by City administration will review submittal material. Interviews may be requested of two or three firms. Interviews, if requested, will be scheduled with selected firms.

Opening of Proposals

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the proposing engineering firms.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted proposals will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feedback from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

Required Qualifications:

All Engineers or Engineering firms must appear on the approved 2013-2014 qualified list for wells and geological investigation, irrigation projects, and roads, and have previous relevant design experience in each of these areas.

Key Contract Terms:

All project designs and specifications will require the approvals of the West Jordan City Department of Public Works. Other governing entity approvals may include any affected utility company or party.

Schedules should show the commencement of engineering work after City Council approval of the professional services agreement on December 3, 2014. The design should be completed by mid-February 2015 with a 2-week bidding time frame, and construction to commence the third week of March 2015. City construction contract approvals typically require three weeks from construction bid opening.

PROPOSAL EVALUATION

A selection committee will review each submittal. The successful consultant will be selected in accordance with the City procurement policy. Selection criteria to be used by the selection team include the following:

Criteria

- a. Consultant understanding of project issues and objectives.
- b. Appropriate level of training, experience, expertise and personal availability of key project personnel.
- c. Local office, local firm presence and availability of project personnel for meetings and communications with City personnel.
- d. Quality of the work plan.
- e. Project schedule.
- f. Past performance on similar projects for other owners and for the City in particular.
- g. Quality, clarity and completeness of sample drawings.
- h. Previous work that reflects special expertise or groundwork available for the proposed project.
- i. The professional services fee proposal and reimbursable cost proposal.

The evaluation process will be based solely on these factors. No other factors or criteria will be used in the evaluation. The evaluation process will include a numeric-scoring sheet as follows:

1.	Demonstrated understanding of the project	10%
2.	Experience and qualifications of the Firm and Individual team members to be assigned to the project	20%
3.	Quality of work plan and methodology to deliver the desired end product	20%
4.	Project schedule, references, & special expertise	10%
5.	Quality and clarity of sample drawings	10%
6.	Fee Proposal	30%

Rejection of Proposals

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a

binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

Proposal Validity Time

Proposals containing less than 30 days acceptance time will not be considered.

Proprietary Information

The Government Records Access and Management Act (GRAMA)
Utah Code Ann., Subsection 63G-2-305,

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to West Jordan, and
2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
3. Submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

Incurring Costs

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically.

Expensive displays, bindings, or promotional materials are neither desired nor required.